

# EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

## PROJECT TITLE:

East County Fire Support  
Services Division Associate  
Interlocal Agreement

\_\_\_\_ Briefing  
\_\_\_\_ Proposed Action  
\_\_\_\_ Consent  
\_\_\_\_ Action  
\_\_\_\_ First Reading  
\_\_\_\_ Second Reading  
\_\_\_\_ Third Reading  
\_\_\_\_ Public Hearing  
\_\_\_\_ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Fire

Rick Robinson

425-754-0443

Sept. 7, 2016

Initialed by:

Department Head

CAA

Council President



## Location

## Preceding Action

## Attachments

Interlocal Agreement

## Department(s) Approval

Fire, Legal

|                      |          |   |
|----------------------|----------|---|
| Amount Budgeted      | \$20,000 |   |
| Expenditure Required | \$20,000 | Account Number(s): 153 560 0000 480 \$7400.00<br>032 560 0000 480 \$12,600.00 |
| Budget Remaining     | -0-      |   |
| Additional Required  | -0-      |   |

## DETAILED SUMMARY STATEMENT:

This agreement allows Snohomish County Fire District 3 mechanics to install communication modems and external antenna equipment on Everett Fire Department emergency vehicles which will improve dispatch data transfer between SNOPAC and Everett Fire response units.

Everett Fire Department has purchased modems and external antennas for 24 emergency vehicles to replace inefficient internal antennas. The new antennas will optimize information transfer between SNOPAC dispatchers and crews responding to emergencies, and will also provide precise location data of our crews and their apparatus. The workload for our mechanics dictates contracting this work out as the most efficient course of action to place this equipment in service.

The cost is anticipated to be approximately \$20,000 for time and installation-related materials.

## RECOMMENDATION:

Authorize the Mayor to sign the East County Fire Support Services Division Associate Interlocal Agreement for installation of modems and antennas in fire department emergency vehicles in the approximate amount of \$20,000.

## *East County Fire Support Services Division* **Associate Interlocal Agreement**

Pursuant to the authority granted in RCW 39.34, this agreement is entered into between East County Support Services Division, referred to as “**ECFSS**” and “City of Everett” referred to as the “**Subscribing Agency**”.

ECFSS has automotive and truck repair facilities and trained personnel to provide maintenance and repair services for vehicles. ECFSS is sufficiently equipped and staffed to provide maintenance and repair services to other municipal corporation vehicles and equipment.

ECFSS is willing to provide such services from time to time on a fee basis established to provide cost reimbursement to the ECFSS.

ECFSS does not provide such services to private parties on a commercial basis and, therefore, furnishes such services to other governmental entities as a governmental service and not as a proprietary function.

The Subscribing Agency does not maintain trained personnel and equipment necessary to meet its requirements for repair and maintenance services and, therefore, has a need for such services from outside sources for its apparatus and equipment.


It is the purpose of this agreement to provide the terms and conditions under which ECFSS will provide apparatus and equipment repair and maintenance services. To accomplish this purpose it is agreed as follows:

1. Exclusions/Limitations: The ECFSS shall reserve the right to exclude any other agency from participating in this Interlocal Agreement and/or limit services provided and establish qualifications or contingencies to the providing of service.
2. Governmental Service: No services as anticipated herein shall be allowed to any non-municipal agencies. Agencies to become Subscribing Agencies shall be political sub-divisions of the State of Washington or Federal Agencies. No private services shall be provided.
3. Termination/Limitation of Services: The ECFSS shall have the right to terminate the participation of any Subscribing Agencies or limit services after association has been established.
4. Non-Exclusive: Notwithstanding any express or implied provision of this Agreement, all Subscribing Agencies reserve the right to provide for services of the type covered by this Agreement from their own resources or by contract or otherwise with outside persons or entities. No Subscribing Agency shall be required to exclusively use the services available under this Agreement.
5. Locations: ECFSS agrees to provide such repair and maintenance services on vehicles and equipment delivered to the Monroe Fire station by the Subscribing Agency as may be agreed upon from time to time by the Chiefs of the fire

departments of the parties or their designees. ECFSS further agrees to provide repair services to vehicles of the Subscribing Agency at other locations if deemed appropriate and available by the Chief of Support Services. Additional fees may be charged for remote location services and for transportation of Subscribing Agencies vehicles.

6. Permission to Perform Duties: The Subscribing Agency authorizes the requested repair work to be done along with the purchase of necessary parts and material and agrees that the ECFSS is not responsible for the loss or damage to the vehicles and or equipment in case of fire, theft or any other cause beyond the control of the ECFSS or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. The Subscribing Agency grants the ECFSS and its personnel permission to operate the vehicle on streets, highways or elsewhere for the purpose of testing and inspection.
7. Warranty: ECFSS will repair or replace any new parts or redo any labor, which fails in normal service due to defects in parts, or labor if notified within 90 days. This warranty does not cover loss of time, use, inconvenience, normal wear, abuse, used parts or other matters not specified and there shall be no liability for consequential, incidental or commercial damages. The ECFSS disclaims any implied warranty of merchantability and fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the repair work. No warranty, whether expressed or implied, extends beyond 90 days.
8. Notice of Termination: Either party giving to the other party 90 days written notice of termination may terminate this agreement.

**Signature Block**

|   |                              |
|---|------------------------------|
| <br>_____<br>ECFSS Board Chair | Aug 25 2016<br>_____<br>Date |
|---|------------------------------|

|                                |                   |
|--------------------------------|-------------------|
| <br>_____<br>Contracting Party | <br>_____<br>Date |
| <br>_____<br>Title             |                   |